

EXHIBIT 1



NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

As an employee of Childtime/Tutor Time (the "Company"), I acknowledge my position requires the highest trust and confidence. In consideration of my access to Company Trade Secrets, intellectual property, employment, and career development, I agree as follows:

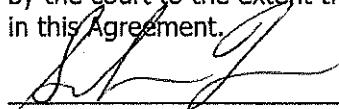
- While employed with the Company, and for one year after my separation therefrom, I will not encourage any person to terminate his/her employment with the Company, nor will I solicit or encourage parents or guardians of children enrolled in a Childtime/Tutor Time center to enroll their children in, or use the services of, any child care provider other than the Company.
- At all times, both during my employment with the Company and continuing thereafter, I will protect and safeguard the Trade Secrets, intellectual property and Confidential Information of the Company, and I will not use them for my own benefit or for that of another, nor will I disclose them, and I will keep all such information in trust for the sole use and benefit of the Company. "Trade Secrets" includes liabilities, business methods, customer lists, curriculum/lesson plans, sales, franchise, customer, employee or other proprietary information.

I acknowledge that my employment is at will, and that the Company may terminate my employment at any time, without cause. Immediately upon my separation from the Company, I will return all files, records, keys, customer lists, parent's information and other documentation, in whatever form, relating to the business of the Company, and I shall not retain copies of any such documentation.

I agree that this Agreement is reasonable and not overly burdensome, and that a violation will cause irreparable harm to the Company. I have read and understand the terms, restrictions and responsibilities set forth in this Agreement, and I will acknowledge that I have been advised to consult with an attorney prior to signing this Agreement.

I agree that I may not assert any lawsuit or other claim against the Company, or one of its employees or former employees, beyond the sooner of the applicable statute of limitations or 180 days after the occurrence of any act allegedly giving rise to such lawsuit or claim to the extent permitted by law.

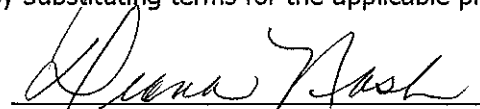
In the event that a court of competent jurisdiction determines that any part of this Agreement is unenforceable, the parties expressly agree that this Agreement shall be interpreted and enforced by the court to the extent that it is reasonable by substituting terms for the applicable provisions in this Agreement.



Employee Signature

9-4-07

Date



Supervisor Signature

9-4-07

Date

Signed Original for Employee File

Non-Solicitation and Non-Competition Agreement - Support Central, Area Managers,
Regional Managers, District Managers and Regional Employees